

## Broadband Fair Use & Acceptable Use Policy

1. Introduction – For the internet to operate in a manner that satisfies the majority of its users, all users need to observe some rules and etiquette governing their use of it. These requirements are usually contained or referred to in the relevant terms and conditions governing the particular internet service as well as general law. Futuretel Scotland’s customers must ensure that they know what these requirements are and how they are affected by them.
2. Why is there a need for a Fair Usage Policy? – Futuretel Scotland is committed to providing their customers with a high quality broadband service suitable for typical business use, at a competitive price. To achieve this, Futuretel Scotland has built an IP network that only carries data for businesses (which send and receive far less data than residential users, subsequently using less bandwidth). We manage and monitor the available bandwidth carefully and very closely. As with all broadband offerings the available bandwidth is contended across all users. If a group or users uses a disproportionately large amount of bandwidth (i.e. through download or transfer) then this may:
  - Negatively impact the available bandwidth for the rest of the users
  - Potentially degrade the service for all users
  - Drive up the cost of delivering the service to the aggregated Futuretel Scotland customer base

As Futuretel Scotland provides a mixture of capped or metered (where we charge for the excess amount used above the stated capped limit) as well as unlimited or unmetered services (where we do not charge for the total amount of data transferred) it is important that we ensure that all customers use the service fairly. Unfair and disproportionate use of the Futuretel Scotland service would lead to an increase in prices across all users. In order to ensure a high quality service at a competitive price, a Fair Usage Policy applies to all users.

If a customer’s usage is continually excessive, unfair, inappropriate, affects other users enjoyment of our broadband service, or is not consistent with the usage we would typically expect on the customer’s current package, we reserve the right to upgrade customers to a package more suited for their usage or, in extreme cases, suspend or terminate their ability to access Futuretel Scotland broadband services.

3. How will this Policy affect customers? – Customers that will be affected by this policy are those using significantly higher levels of network capacity i.e. large amounts of data traffic utilising Futuretel Scotland’s shared bandwidth.
4. What is the policy? – Unless a specific usage cap has been selected as part of the service, the following fair usage threshold has been set for the Futuretel Scotland broadband product set.
  - ADSL2+, FTTC and Annex M services are not expected to transfer more than 100 Gigabytes of data during the course of a month.
  - Data transfer is measured on the total amount of data downloaded during a particular month.
  - Should any user exceed their cap, Futuretel Scotland reserves the right to charge the customer for any usage over and above this level.

5. Usage Charges when capped level exceeded (correct as of 1<sup>st</sup> of March 2018) – For each 1GB, or part thereof, used over the cap, the charge will be £1.50 + VAT per GB. Part GB usage will be rounded up to the next full GB for the purposes of calculating the charge. Futuretel Scotland will measure data usage during each calendar month. In the event data usage exceeds any specified cap, usage charges will be calculated and applied in the next customer bill.
6. What affect will restricting a customer’s service have? - The customer will experience a slowing down of their service. The extent of this degradation will depend on what the customer is doing and how many users are connected to the service. If a small number of users are web browsing and reading emails, they will notice a slowing of the service. If on the other hand they are using peer-to-peer or file-sharing software, or they are downloading/uploading files from the internet or an external server, they will experience a slightly slower service.
7. Appeals – Any appeals or concerns regarding decisions made by Futuretel Scotland regarding usage or broadband performance, should be put in writing via email to: [techsupport@futuretel.co.uk](mailto:techsupport@futuretel.co.uk)
8. Use of Networks and the Internet in General:
  - You must not use the service for the transmission of illegal material. The user agrees to refrain from sending or receiving any materials which may be deemed to be offensive, abusive, indecent, hard-core or paedophile pornography, defamatory, obscene, menacing or otherwise prohibited by current and future statutes in force. The user agrees to refrain from sending or receiving any material which may be in breach of copyright (including Intellectual Property Rights), confidence, privacy or other rights. If you are in any doubt as to the legality of what you are doing, or propose to do, you should either take independent legal advice or cease that usage.
  - Futuretel Scotland Ltd prohibits customers from sharing log-on details.
  - Futuretel Scotland Ltd prohibits the use of port scanning software on its devices.
  - Sharing Internet Access on a Private Network and Running Personal SMTP Mail Servers – Some methods of sharing internet access or applications expose your external internet connection to other internet users, and enable them to send unsolicited bulk emails via your computer (known as spam). As Futuretel Scotland do not block any ports, it is vital that you configure your network securely, you are fully responsible for security in your own network and failure to secure it properly will result in your disconnection from Futuretel Scotland Services.
  - If you share the resources of your internet connection over a private network on your premises, you must make sure that your network is secure, and that any internet connection sharing software that you are using does not permit access from outside of your network.
  - You should be aware that the storage, distribution of or transmission of illegal materials may lead to investigation and possible prosecution by UK authorities.
  - You must not gain or attempt to gain unauthorised access to any computer systems for any purpose. In addition to being a breach of this acceptable use

policy, such action may lead to criminal prosecution under the Computer Misuse Act.

- You must not send data to the internet using forged addresses or data which is deliberately designed to adversely affect remote machines (including but not limited to; denial of service, ping storm, Trojans, worms and viruses).
- You must ensure that local PCs and network connected servers are not configured to allow open relay and must not participate in the sending of unsolicited commercial or bulk email (commonly referred to as 'spam' or 'UCE') including hosting or allowing the hosting of sites or information that are advertised ('spamvertised') by UCE from a third party network or supplier.
- You are prohibited from running 'port scanning' or other software intended to probe, scan, test the vulnerability of or access remote systems or networks except in circumstances where the remote user has given express permission for this to be done.
- You may not divulge your network passwords to third parties and should take all reasonable steps to ensure that such information remains confidential.